

April 17, 2024

#2430171

To:

Potential Bidders

Tender No. 112/2023 for the Operation of the Tel Aviv Metropolitan LRT Green Line and Purple Line

Addendum No. 16

1. Pursuant to the Invitation to Bid issued on May 31st, 2023 (the "ITB") and in accordance with the provisions thereof, the potential Bidders are hereby informed of the current Addendum to the ITB.
2. The attention of all potential Bidders is drawn to the clarifications, set forth in the table detailed in **Annex A** attached to this Addendum.
3. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Tender Documents. Any capitalized words, terms, phrases or abbreviations used or defined specifically in any clause, section, paragraph or article of this document shall have the meaning set forth therein.
4. In the event of any discrepancy, ambiguity or contradiction between any information contained in this Addendum and the requirements of the Tender Documents, including the Invitation to Bid, the provisions of this Addendum shall prevail.
5. This Addendum shall be signed and attached to the Bid, in accordance with the provisions of the ITB, inter alia, Clause 6.8 (Addenda) and Clause 8 (Content of the Bid) thereto.
6. The issuance of this Addendum does not derogate from any of NTA's or the Tender Committee's rights and prerogatives under the Tender Documents or the Law.

NTA – Metropolitan Mass Transit System

Participating Entity Signature

Participating Entity Signature

Participating Entity Signature

Participating Entity Signature

Participating Entity Signature

Bidder Signature



Annex A

Clarifications			
Item No.	Q/A	Questions and Answers	Section
1.	Q	Please clarify: 1. The anticipated location of the welfare facilities. 2. The number of rooms that the Operator will receive. 3. The responsible entity for the payments of municipal tax regarding the foregoing? (rooms, welfare facilities).	General
	A	1. Please refer to Volume 4 (<i>Information to the Bidders</i>) regarding the Purple Line. 2. Please refer to Chapters 1 and 2, Part III, Volume 3 (<i>Purple Line Configuration Elements</i>), (<i>Green Line Configuration Elements</i>). 3. Please refer to Clause 30.18.6 of the Agreement, according to which the Operator shall be responsible for such payments, unless those assets are excluded under the said Clause.	
2.	Q	Please clarify the relevant provisions regarding the extension of the Lines, including the number of Stations.	General

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer, <i>inter alia</i> , to Clauses 16.3 (<i>Changes to the Operation Service Scheme</i>) and 17.2 (<i>Changes and Variations</i>) of the Agreement.	
3.		The Tender Committee hereby clarifies that if a Bidder's proposed structure includes the Held Entity (as defined in the ITB), such Held Entity shall become a shareholder in the Operator in accordance with Clause 4.2.2.1(ii) of the ITB. For removal of doubt, under such structure the Experienced Public Transportation Operator shall not be required to hold any direct Control in the Operator.	Clause 2.3.3 of the ITB
4.		Attention is drawn to the following amendments by the Tender Committee to ITB: 1. Clause 2.8.15 shall be updated as following: Each of the Bidders and/or the Participating Entity shall provide a signed notice pursuant to attachment 6 to Tender Form 7 (<i>Participating Entity Information</i>), which evidence that the Bidder and/or the Participating Entity examined carefully (1) the Addenda; (2) Volume 3 (<i>Operational Requirements</i>) and (3) Volume 4 (<i>Information to the Bidders</i>) including its appendices. Notwithstanding the foregoing, the Successful Bidder shall be required to sign all Agreement documents (including signing all pages (including the appendices) of the documents listed in	Clauses 2.5.3, 2.8.15, 6.8.3 of the ITB and attachment 6 to Tender Form 7 (<i>Participating Entity Information</i>),

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		attachment 6 to Tender Form 7 (<i>Participating Entity Information</i>), as part of the execution of the Agreement by the Successful Bidders and NTA. 2. Updated Attachment 6 of Tender Form 7 (<i>Participating Entity Information</i>) shall be published accordingly on the Owner FTP. The said Attachment 6 shall replace any previous version. 3. Clause 6.8.3 of the ITB shall be updated by replacing the current wording with the following: Without derogating from this Clause 6.8 above, the Bidder and the Participating Entities are not required to sign and submit (in accordance with Clause 7.4 below) any Addenda issued (if applicable) by the Owner and attach such signed Addenda to its Bid. 4. Clause 2.5.3 of the ITB shall be updated by replacing the current wording with the following: Any issued Addenda, in accordance with Clause 6.8 to the ITB, are not required to shall be attached to Tender Form 2 (Letter of Tender).	
5.		Attention is drawn to the new sub-Clause 2.8.16 of the ITB, added by the Tender Committee: Each of the Bidders and/or all of its Members (as applicable), shall complete and sign Tender Form 6 (<i>Round Trip and Time Lost at Junctions Assumptions</i>).	Clause 2.8.16 of the ITB

Clarifications			
Item No.	Q/A	Questions and Answers	Section
6.	Q	The Tender Committee is requested to amend Clause 7.3.3 of the ITB so non-English documentation shall be authenticated under the local laws.	Clause 7.3.3 of the ITB
	A	Clause 7.3.3 of the ITB shall be updated, replacing the current wording with the following: Except for official and authenticated certificates of Israeli corporations submitted in Hebrew, all supporting documents and printed materials all supporting documents and printed materials furnished by a Bidder in any language other than English should be accompanied by a translation to English with a notarized statement of translation, in which case, for purposes of interpretation, the translation to English shall prevail. submitted by a Bidder in any language other than English, should be accompanied by a translation to English (authenticated in accordance with the applicable laws of the jurisdiction in which the applicable Participating Entity, submitting the relevant material, is organized), in which case, for purposes of interpretation, the translation to English shall prevail. If, in accordance with the applicable laws of the jurisdiction in which the applicable Participating Entity is organized authentications are carried out by persons or entities which are not a public notary or a sworn translator, the Bidder will inform the Tender Committee of such prior to Bid Submission.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
7.	Q	The Tender Committee is kindly requested to clarify whether according to Clause 7.4 of the ITB the Bidders are required to submit all Tender Documents and any additional documents as part of the Bid in one original and three copies.	Clause 7.4 of the ITB
	A	Please refer, <i>inter alia</i> , to Clause 7.7 and 8 of the ITB.	
8.		Attention is drawn to the following amendments by the Tender Committee to Clause 5.4.1 of Annex C of the ITB (<i>Technical Evaluation Criteria (TEC) - Scoring Methodology</i>), which shall be updated, replacing the current wording with the following: The Bidder shall submit the following information, to demonstrate its past experience in PR and Customer Service: (i) Campaigns during Commercial Operation – A list of LRT and/or Metro and/or bus transportation projects in which the Bidder was responsible for managing ongoing campaigns during commercial operation. Each Campaign shall include at least four (4) different Media Means.	Clause 5.4.1 of Annex C of the ITB <i>(Technical Evaluation Criteria (TEC) - Scoring Methodology)</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Each project must specify the location where the project was implemented (country, city), network description (Track length, bus route length, service lines, size of bus fleet, passengers numbers, etc.), Campaign theme, the work plan and Media Means. Bidders shall submit the materials produced as part of the Campaign (hard copy and digital). Solely for the purpose of demonstrating the above past experience in Campaigns during Commercial Operation, Bidders may demonstrate such experience as follows: (i) In the event a Bidder is relying on the experience of an Operating Experience Provider Experienced Operator (Alternative A) pursuant to Clause 4.2.1 of the ITB, said Bidder may demonstrate the required experience either by itself or by relying on the experience of a Member or by relying on their joint experience (each Entity shall demonstrate such experience separately, while scoring shall be calculated according to the sum of the eligible campaigns presented), or; (ii) In the event a Bidder is relying on the experience of an Operating Experience Provider Experienced Operator and a Public Transportation Operating Experience Provider Experienced Public Transportation Operator (Alternative B) pursuant to Clause 4.2.2 of the ITB, said Bidder may demonstrate the required experience either by relying on the experience of an Operating Experience Provider Experienced Operator or relying on the experience of a Public Transportation Operating Experience Provider Experienced Public	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		Transportation Operator or by relying on their joint experience (each Entity shall demonstrate such experience separately, while scoring shall be calculated according to the sum of the eligible campaigns presented). (ii)Customer Service Centers - A list of customer service centers for transportation systems that the Operating Experienced Provider Experienced Operator currently operates, which operate at least five (5) days per week, for at least (eight) 8 hours per day and with at least (three) 3 service providers. Each such customer service center must specify which type of transportation system it belongs to (i.e. LRT/Metro), the size of the center in square meters and the maximum number of customer service representatives present on site per eight (8) hour shift and maximum number of customers attended to (on-site/ per day divided by categories (on-site/call-in/internet (mail/chat)) and total daily summary	
9.	Q	Please clarify that the experience required under Clause 5.4.2 of Annex C of the ITB shall apply also to the Experienced Public Transportation Operator.	Clause 5.4.1 of Annex C of the ITB <i>(Technical</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer to Item #7 of Addendum #10.	<i>Evaluation Criteria (TEC) - Scoring Methodology)</i>
10.		The potential Bidder's attention is drawn to the letter from the Israel Competition Authority, published on the Owner's FTP, and shall be added to Annex J of the ITB (<i>Israel Competition Authority Letter</i>).	Annex J of the ITB (Israel Competition Authority Letter)
11.		The following list shall constitute the List of Tender Documents forming part of the Bid, and such list shall be attached by the Bidders as Appendix to Tender Form 2 (<i>Letter of Tender</i>): 1. Volume 1, Part I (ITB); 2. All of the Tender Forms and the attachments thereto (as applicable), including the Technical Proposal, the Financial Proposal, the Price Proposal and Tender Form 6 (<i>Round Trip and Time Lost at Junctions Assumptions</i>)	Tender Form 2

Clarifications			
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		3. Any required additional documents, forms etc. pursuant to the ITB (including Annexes thereto); 4. Any issued Addenda and its appendices; 5. The Agreement (including its appendices); 6. Volume 3 (Operational Requirements); 7. Volume 4 (Information to the Bidders).	
12.	Q	Please confirm that the Operator will have at least 3 Trains as operational reserve for the Green Line (i.e. 48 trains in excluding the maintenance reserve).	Tender Form 6
	A	Denied. The Operator shall be responsible for managing the operational reserve from a professional perspective as deemed fit.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
13.		The word “dealited” shall be amended to “detailed”.	Clause 3 of Tender Form 6
14.		Attention is drawn to the following amendments by the Tender Committee: - Attachment 5 of Tender Form 7 was updated and published on Owner’s FTP. The said Attachment 5 shall replace any previous version. - Clause 8.1.7.2 of the Agreement shall be updated by replacing the current wording with the following: The Operator hereby declares, represents, warrants and undertakes that until twenty-four (24) months following the date of the issuance of a Permit to Operate, if (a) the Operator is same entity as any Relevant Entity ; or (b) a subsidiary of the Project Companies or any Relevant Entity; (c) a Related Party with respect to the Project Companies or any Relevant Entity; or (d) otherwise connected, affiliated or associated with the Project Companies or any Relevant Entity, then in each, any and all of those cases the following shall apply with respect to the Owner and any person or entity on its behalf (the “Operator’s Affiliates”):	Attachment 5 of Tender Form 7 and Clause 8.1.7.2 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		3. A new sub-Clause 8.1.7.2A shall be added to the Agreement, as follows: 8.1.7.2.A If the Operator's Bid (as defined in the ITB) included the Project Company's waiver (attachment 5 to Tender Form 7) where Alternative B was the selected option, the following shall apply (in addition to and without derogating from Clause 8.1.7.2 above): <u>Until twenty-four (24) months following the date of the issuance of a Permit to Operate</u> 8.1.7.2.A(1) The Operator shall fully indemnify and hold the Owner harmless against any and all actions, claims, charges, costs, damages, demands, expenses, losses and penalties arising from, caused by or resulting from any legal proceeding or process in connection with: (i) clause 83 (Operator Related Relief Events) of the Project Agreement and/or otherwise in connection with or arising from any Operator Related Relief Event(s); and/or (ii) clause 92 (Disruption or Cessation of Operation) of the Project Agreement and otherwise in connection with or arising from any Non-Operation Period(s); in each case, which occurred as a result of an act, omission, negligence, breach or default, by or on behalf of the Operator.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		8.1.7.2.A(2) The Operator shall compensate the Owner with respect to any judgment or verdict reached by any competent dispute resolution forum with respect to any such legal proceeding or process the execution of which was not delayed, or with respect to any compromise reached by the Owner with respect to such legal proceeding or process, within the remedy execution date stipulated in the judgment, verdict or compromise (as applicable). The Operator shall comply with the said judgment verdict or compromise (as applicable) forthwith and unconditionally. 8.1.7.2A(3) The Operator's limitation of liability (per Clause 36.6 of the Agreement) shall not apply with respect to this clause 8.1.7.2A (and its sub-clauses) and no indemnity and/or compensation due or payable pursuant to this clause 8.1.7.2A (and its sub-clauses) shall count towards or reduce the Operator's limitation of liability (per Clause 36.6 of the Agreement).	

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		8.1.7.2A(4) If the Owner exercises a Guarantee with respect to this Clause 8.1.7.2A, the Operator shall reinstate the Guarantee as many times as necessary, and the aggregate amount of all reinstatements of the Guarantees shall not be counted for the purposes of Clause 31.5.24 of the Agreement. 8.1.7.2.A(5) The above Operator’s obligations, under this Clause 8.1.7.2A, shall not limit the right of the Operator’s to issue or pursue claims and/or demands against the Project Company. 8.1.7.2A(6) Any claim and/or demand of the Operator against the Project Company in connection with Clause 12.4 (<i>Delays</i>), Appendix M (<i>Operation Interfaces</i>) Clause 13.8.6 (<i>Third Party Delays</i>) and/or Clause 13.9 (<i>Project Company Related Relief Events</i>) of the Agreement, shall, in each case and notwithstanding anything to the contrary in the Operation Agreement and/or in Clause 33 of Appendix M (<i>Operation Interfaces</i>) to the Agreement, be resolved exclusively between the Operator and the Project Company without any involvement of the	

Clarifications			
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		Owner in accordance with Clause 33 of Appendix M (<i>Operation Interfaces</i>) to the Agreement. In this regard, the Operator shall coordinate and interface with the Project Company as may be necessary or required to comply with and implement the provisions of Clause 33 of Appendix M (Operation Interfaces) to the Agreement. For the removal of doubt, the Operator shall fully indemnify and hold harmless the Owner harmless from and against any and all such claims and/or demands. 8.1.7.2A(7) The Operator shall coordinate and interface with the Project Company as may be necessary or required to comply with and implement the provisions of this Clause 8.1.7.2A. 8.1.7.2A(8) The Operator shall be responsible and liable to endure that neither the Operator nor any person or entity on its behalf (including the Operator's Affiliates shall be involved in any manner whatsoever in any decision and/or action (including: hearing, consultations, board meetings and any cooperations) regarding any claim and/or demands	

Clarifications			
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		(a) initiated and/or contemplated by the Project Company pursuant to clauses 83 (Operator Related Relief Events) of the Project Agreement and/or otherwise in connection with or arising from any Operator Related Relief Event(s); and/or (ii) clause 92 (Disruption or Cessation of Operation) of the Project Agreement and/or otherwise in connection with or arising from any Non-Operation Period(s); or (b) initiated against it by the Operator (including pursuant to Clause 12.4 (<i>Delays</i>), and/or Appendix M (<i>Operation Interfaces</i>) and/or Clause 13.8.6 (<i>third Party Delay</i>) and/or Clause 13.9 (<i>Relief Events</i>) of the Operation Agreement). This Clause 8.1.7.2A above shall apply if and as long as the Operator is one of the following (a) the same entity as any a Relevant Entity*; or (b) a Subsidiary of either of the Project Companies or any Relevant Entity*; (c) a Related Party to either of the Project Companies or any Relevant Entity*; or (d) otherwise connected, affiliated or associated with either of the Project Companies or any Relevant Entity*.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
		* Relevant Entity* - as defined in Clause 8.1.7.2 of the Agreement.	
15.	Q	In order to demonstrate compliance with the threshold detailed in Clause 3.2.1.3 (i or ii), Clause 3.2.2.1 (ii and iii) and Clause 3.2.2.2 (ii) of the ITB (as applicable), the Tender Committee is requested to clarify whether the number of ridership and/or fleet of buses (as applicable) shall be (1) per demonstrated project or (2) for all the LRT Lines and/or Metro Lines/Buses lines managed by the Experienced Operator and/or Experienced Public Transportation Operator (as applicable).	Tender Forms 10 and 11 and Clauses 3.2.1.3 (i or ii), Clause 3.2.2.1 (ii and iii) and Clause 3.2.2.2 (ii) of the ITB
	A	1. Please refer to Clause 3.2.1.3 (i or ii), Clause 3.2.2.1 (ii and iii) and Clause 3.2.2.2 (ii) of the ITB. 2. Attention is drawn to editorials/technical amendments of Tender Form 10 (<i>Operating Experience</i>) and 11 (<i>Public Transportation Operating Experience</i>), which were made by the Tender Committee and published on the Owner FTP. The said Tender Forms shall replace any previous version.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
16.		The Tender Committee clarifies the following regarding Tender Form 12: 1. If the Experienced Operator is not a new incorporate entity, pursuant to Clause 2 of Tender Form 12 of the ITB, it shall not be required to fill out table under Clause 5 of such form. 2. Tender Form 12 shall be signed between the Experienced Subcontractor or Experienced Operator and the Experienced Public Transportation Operator, and submitted as part of the Bid (all, if applicable). 3. Following the selection of the Successful Bidder, a service agreement shall be signed between the Experienced Subcontractor or the Experienced and the Operator, and submitted to the Owner's approval, as stipulated, <i>inter alia</i>, in Clauses 2 – 4 of Tender Form 12 and in Attachment 1 to Tender Form 12.	Tender Form 12 (<i>Principles of Engagement with the Experienced Operator and the Experienced Public Transportation Operator</i>)

Clarifications			
Item No.	Q/A	Questions and Answers	Section
17.		Following the Committee for the Prevention of Conflict of Interests reviewed and duly consider the submitted Tender Forms 17 (A and B) detailing engagements of the Owner's Advisors by potential Bidders, the Committee have no objections to the following engagements that failed to meet the Basic Requirements, based on: (1) the characteristics of each reported engagement taking into consideration, inter alia, each of the Owner's Advisor's current and anticipated involvement in the Tender Process and/or the Project; (2) the lack of unfair and unequal competitive advantage to such potential Bidder: - Engagement with Mr. Jacob Peleg; - Engagement with Groisman Engineering LTD.	Tender Forms 17 <i>(Bidder's Notification Regarding the Owner and Non-Owner Advisors)</i>
18.		Attention is drawn to the following amendment by the Tender Committee to Agreement: Clause 6.14 of the Agreement shall be updated by replacing the current wording with the following: As a condition precedent for the approval by the Owner of a Transfer of Equity or change in Control (as the case may be), the Operator shall procure that each Intended Transferee provides to the Owner a signed undertaking in the same form and substance as the undertakings referred to in Clause 6.4 above of the Initial Shareholders', Experience Providers' (as defined in the ITB) and Related Parties' contained and included in the Tender Documents and the Operator's Bid to the Tender.	Clause 6.14 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
19.		Attention is drawn to the following amendment by the Tender Committee. Clauses 36.6.1 and 36.6.2 of the Agreement shall be updated by replacing the current wording with the following: 36.6.1. From the issuance of the first Services Commencement Notice for either of the Lines, until the first completion of Milestone M20 M26 (Obtaining the Permit to Operate and commencement of Operation, subject to and in accordance with the Agreement) of either of the Lines - the total liability of the Operator to the Owner under or in connection with this Agreement shall be equal to the amount of eighty million New Israeli Shekels (NIS 80,000,000) for both Lines. 36.6.2. Upon the first completion of Milestone M20 M26 (Obtaining the Permit to Operate and commencement of Operation, subject to and in accordance with the Agreement) of either of the Lines and throughout the Agreement Period - the total liability of the Operator to the Owner under or in connection with this Agreement shall not exceed the amount of NIS 80,000,000 (eighty million New Israeli Shekels), per year for each Line (the "Limitation of Liability").	Clause 36.6 of the Agreement

Clarifications			
Item No.	Q/A	Questions and Answers	Section
20.	Q	The Tender Committee is kindly requested to increase the settlement fee.	Clause 39.2.5.1(ii) of the Agreement
	A	Denied.	
21.	Q	Please clarify that as a consequence of the occurrence of a Force Majeure Event, the affected party shall be exempt from performing or implementing its obligations.	Clause 41.3 of the Agreement
	A	Please refer to Clause 41.1.4 of the Agreement.	
22.	Q	The Tender Committee is kindly requested to clarify the Operator's entitlements until the effective date of termination, if the agreement shall be terminated due to Force Majeure Delay.	Clause 41.3 of the Agreement
	A	Please refer to the definition of Force Majeure Delay pursuant to Clause 41.3 of the Agreement and the provisions thereafter regarding the Operator's entitlements due to Force Majeure Delay.	

Clarifications											
Item No.	Q/A	Questions and Answers	Section								
23.		Attention is drawn to the following amendment by the Tender Committee to the definition of “Train Stop Time” of Appendix A of the Agreement. The following wording shall be represented as the letter "h": "Any other exceptional circumstances, which delayed the Train at a Junction or prevented its pass thereof, that are not under the Operator's or the Project Company's responsibility, such as Gridlock, suspicious object, certain impediments, etc."	Appendix A of the Agreement <i>(Definitions)</i>								
24.		Attention is drawn to the following amendments by the Tender Committee of Appendix B of the Agreement (<i>Operation Services Timeline, Milestones and Liquidated Damages</i>). <u>Regarding Section A - Interface Milestones</u> IM 4 and 5 shall be updated by replacing the current wording with the following: <table border="1"> <tr> <td>IM4</td><td>Provide access to S-OCC OCC to Operator for training PL / GL S-OCC OCC, subject to the Agreement.</td><td>NTP+42 45</td><td>NTP+51</td></tr> <tr> <td>IM5</td><td>Provide access to Operator to S-OCC of Purple Line / Green Line, subject to the Agreement.</td><td>NTP+45 42</td><td>NTP+45</td></tr> </table> <u>Regarding Section B - Operation Milestones</u>	IM4	Provide access to S-OCC OCC to Operator for training PL / GL S-OCC OCC, subject to the Agreement.	NTP+ 42 45	NTP+51	IM5	Provide access to Operator to S-OCC of Purple Line / Green Line, subject to the Agreement.	NTP+ 45 42	NTP+45	Appendix B of the Agreement <i>(Operation Services Timeline, Milestones and Liquidated Damages)</i>
IM4	Provide access to S-OCC OCC to Operator for training PL / GL S-OCC OCC, subject to the Agreement.	NTP+ 42 45	NTP+51								
IM5	Provide access to Operator to S-OCC of Purple Line / Green Line, subject to the Agreement.	NTP+ 45 42	NTP+45								

Clarifications							
Item No.	Q/A	Questions and Answers				Section	
		1. M4 and M5 shall be updated by replacing the current wording with the following:					
		Milestone	Milestone	PL Milestone (NTP/Milestone + Months)	GL Milestone (NTP/Milestone + Months)		Liquidated Damages Class (calculated separately per each Line)
		M16	Recruitment of the Operator's OCC Personnel: evidenced by a written notice to the Owner demonstrating that the Operator has mobilized and engaged the OCC Personnel in accordance with the Approved Personnel Recruitment Plan and the Training and Competency Plan, and obtain the Owner's Approval in this regard. All, subject to and in accordance with the Agreement and Volume 3, Part IV, Chapter 1 (Operational Requirements).	2 months prior to IM4 or IM5, by the earliest	2 months prior to IM4 or IM5, by the earliest		B
		M17	Commencement of training of OCC Personnel in the S-OCC or OCC, subject to and in accordance with the Approved Personnel Recruitment Plan and the Training and Competency Plan.	Upon Commencement of IM4 or IM5, by the earliest	Upon Commencement of IM4 or IM5, by the earliest		C
		2. The completion date of Purple Line Milestone M15 shall be updated to 12.08.2027 instead of “NTP PL+37”.					
25.	Q	The tender committee is kindly requested to add the words: “for their manual activities “, after the words: “consultants and experts”.				Clause of 1.3 Appendix N of	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	Please refer to Item#39 of Addendum #9.	the Agreement <i>(Insurances Policies)</i>
26.		Attention is drawn to the following amendment by the Tender Committee. Clause 2.1.1 of Appendix N of the Agreement (<i>Insurance Policies</i>) shall be updated in a manner that after the words: "theft, burglary, robbery" The following words shall be added: ("the cover of theft, burglary and robbery shall be sub-limited to USD 1,000,000.)"	Clause 2.1.1 of Appendix N of the Agreement <i>(Insurances Policies)</i>
27.	Q	The Tender Committee is requested to: - replace the words: "Insurance Policies" with the words: "adequate insurance policies according to the scope and nature of their activity" - replace the words: "beneficiaries for the policy interests" with the words: "additional insureds in respect of the Operator and Insured Parties liability for acts and/or omissions of the insured, subject to a cross liability clause".	Clause 3.1.1 of Appendix N of the Agreement <i>(Insurances Policies)</i>

Clarifications			
Item No.	Q/A	Questions and Answers	Section
	A	1. Denied. 2. Denied.	
28.	Q	The Tender Committee is requested to adjust the effect date of Section 2.11 Terror and War Insurance to Commencement of the Operation Phase.	Clause 3.2.1 of Appendix N of the Agreement <i>(Insurances Policies)</i>
	A	Denied.	
29.	Q	The Tender Committee is kindly requested to delete the last sentence of this Clause as insurance policies are regarded confidential information and are not disclosed to any party.	Clause 4.4.1 of Appendix N of the Agreement <i>(Insurances Policies)</i>
	A	Please refer to updated Clause 4.4.1 of Appendix N of the Agreement.	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
30.		The Tender Committee is hereby amending the answer of Item #63 of Addendum #13, as follow: Clause 4.5.1 (and not 4.6.1) of Appendix N of the Agreement (<i>Insurance Policies</i>) shall be updated in a manner that after the words: ..."the Operator shall subsequently furnish the Owner with a revised Policy incorporating the Owner's comments," The following words shall be added: "subject that they do not explicitly incompatible to the requirements of this Appendix N".	Clause 4.5.1 of Appendix N of the Agreement <i>(Insurances Policies)</i> and Item #63 of Addendum #13
31.	Q	Please confirm if deputies should be included in the station master row of the personnel tables (Tender Form 23 and Appendix Y of the Agreement (<i>Operator's Mobilization Plan</i>)).	Clause 8.8.5.1 of Volume 3, Part IV, Chapter 1 <i>(Operation Requirements)</i>
	A	Without derogating from the Operator's obligations per the Operation Requirements chapter, it is clarified that the deputies are not to be included in in Tender Form 23 to the ITB (Personnel Rates).	

Clarifications			
Item No.	Q/A	Questions and Answers	Section
32.	Q	The Bidder kindly requests the Tender Committee to confirm that the expense and responsibility towards the use of this additional EDMS refers only to the Operator configuration needs, plus administration activities for the Operator's staff.	Volume 3, Part III, Chapter 8 <i>(Software Development and Requirements)</i>
	A	Denied.	

The below-listed documents were published on the Owner's FTP following this Addendum, with respect to relevant Items above:

1. Letter from the Israel Competition Authority.
2. A filling version for submission of the updated Tender Forms, which replaces any previous version. And for convenience purposes only, a restricted "track changes" version with respect to the original Tender Forms as published on 31.05.2023 (not to include in the Bid).